

EMPLOYMENT AGREEMENT

Between

THE BOROUGH OF BRADLEY BEACH

And

BIAGIO CAFONE

To serve as

SUPERINTENDENT OF THE PUBLIC WORKS DEPARTMENT

AGREEMENT

THIS AGREEMENT, entered into on this **23rd** day of **June**, 2020, by and between the Borough of Bradley Beach, in the County of Monmouth and the State of New Jersey, (hereinafter referred to as the “Borough”), and Biagio Cafone, (hereinafter referred to as the “Employee”).

In consideration of the mutual covenants contained herein, The Borough and Employee agree as follows:

ARTICLE I **EMPLOYMENT**

The Borough hereby appoints as Superintendent of the Department of Public Works on June 23, 2020, the Employee’s second term. Employee accepts the appointment and represents that he will faithfully and fully perform the duties of said position through the term of this contract.

ARTICLE II **FULL-TIME COMMITMENT**

Employee, shall devote his full time attention and energy to the business of the Borough and shall not engage in other employment or activities that would interfere with the performances of his duties as DPW Superintendent.

ARTICLE III **TERM**

The term of this contract shall be from August 1, 2020 through July 31, 2023.

ARTICLE IV **EMPLOYEE RESPONSIBILITIES**

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the appropriate authority, the responsibilities of the Employee shall include the responsibility to:

- A) Perform those duties as are required by the laws of the State of New Jersey and Chapter V, Article VIII of the Code of the Borough of Bradley Beach.

ARTICLE V
WORK WEEK

- 1) The Employee shall spend sufficient time at his job to insure the smooth and responsible Operation of the DPW over which he has supervisory control:
 - A) If Employee exceeds 40 hours per week, he shall be entitled to receive compensatory time off at the rate of 1 ½ (One and one half) hours for each hour worked in excess of 8 (eight) hours per workday.

ARTICLE VI
SICK LEAVE

- 1) Sick leave shall mean paid leave that shall be granted to the Employee who:
 - A) Through sickness or injury becomes incapacitated to a degree that he is unable to perform the duties of his position.
 - B) Is quarantined by a physician because the Employee has been exposed to a contagious Disease.
 - C) Has a need to visit a medical professional during municipal business hours. Sick leave shall not be allowed for such things as ordinary dental care, not for any other professional services that may normally be scheduled within the Employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.
- 2) **Amount of Leave.** The Employee shall receive fourteen (14) days per calendar year earned on a monthly basis (1.167 days per month), a day, for the purposes of sick leave, shall be equal to the normal number of hours worked by the Employee. If the Employee uses none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his credit from year to year and the Employee shall be entitled to such accumulated sick leave, if and when needed, at the Employee's pay scale at the time of using the sick leave.

3. **General.**

- A) Habitual absenteeism may be cause for discipline up to and including discharge.
- B) During protracted periods of illness or disability of Employee, the Borough may require interim reports of the condition of the patient from the attending physician, to require the Employee to submit to an examination by a third doctor.
- C) The Borough reserves the right, in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the Employee to submit to an examination by a third doctor.

- D) When under medical care, the Employee is expected to conform to the instructions of the attending physician if he wishes to qualify for salary payment during such payments of illness or disability.
- E) The Employee shall not be allowed to work and endanger the health and well-being of other employees and, if the Employee's condition warrants, the Employee may be directed to the Borough physician for an opinion as to his fitness for duty.
- F) Sick leave with pay shall not be allowed under the following conditions:
 - 1) When the employee is under medical care and fails to carry out the orders of the attending physician.
 - 2) When, in the opinion of the Borough medical physician, the Employee is ill or disabled because of self-imposed contributory causes or actions.
 - 3) When, in the opinion of the Borough medical physician, the disability or illness is not sufficient severity to justify the Employee's absence from duty.
 - 4) When the Employee does not report to the Borough physician, as directed.
- G) In charging the Employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.
- H) Once sick leave is exhausted, the Employee classified "unpaid sick" and all other aspects of this sick leave policy remain in effect.
- I) Once sick leave is exhausted, the Employee may be eligible to receive state or federal disability payments, including Social Security. When applying for disability benefits, the Employee is required to furnish proof of application to the Borough.

- 4. In the event the Employee has taken less than two (2) sick days leave in any calendar year, he shall receive additional vacation days in the ensuing year in accordance with the following schedule:

Zero sick days taken.....Two additional vacation days.
One sick day taken.....One additional vacation day.

The Employee shall receive three extra vacation days for the second year and three extra vacation days for each consecutive year thereafter if no sick leave is taken.

- 5. Upon retirement, termination, separation or expiration of this contract, Employee shall be compensated for accumulated sick leave at his then current per diem rate of pay, with a total payout amount not to exceed \$25,000.00. In lieu of accepting a cash separation payment for accumulated sick leave, Employee shall have the option, if such option is exercised in writing, to receive terminal leave time to equal the Employee's total accumulated sick leave.

ARTICLE VII
INJURY LEAVE

- 1) In the event the Employee becomes disabled by the reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Employee shall be entitled to full pay for a period of up to one hundred eighty (180) days.
- 2) When injured while working, whether slight or severe, the Employee must make an immediate report, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of the Employee to receive compensation under this Article.
- 3) In the event the Borough's physician certifies the Employee is fit to return to active duty, Injury leave benefits granted under this Article shall be terminated. However, if the Employee disputes the determination of the Borough physician, then the Borough and the Employee shall mutually agree upon a third physician, who shall then examine the Employee. The cost of the third physician shall be borne equally by the Borough and the Employee. The determination of the third physician as to the Employee's fitness to return to active duty shall be final and binding upon the parties. In the event that this physician also certifies the Employee fit to return to active duty, any injury leave benefits granted under this Article shall be terminated.
- 4) In the event the Employee is granted any injury leave, the Borough's sole obligation shall be to pay the Employee the difference between his regular pay and any compensation, disability, or other payments received from other sources.

ARTICLE VIII
FUNERAL LEAVE

- 1) In the event of death in the Employee's immediate family (herein defined as either a spouse, parent, step-parent, grandparent, sibling, child, foster child, stepchild, grandchild, parent-in-law, daughter-in-law, or son-in-law or any other relatives residing in the Employee's home, the Employee shall be granted time off, without loss of pay, commencing no later than the day of the funeral, but in no event to exceed five (5) consecutive calendar days.

ARTICLE IX
VACATIONS AND PERSONAL DAYS

- 1) The Employee shall receive credits as follows:

A) One (1) year to five (5) years of service	12 Vacation Days
B) Six (6) years to ten (10) year of service	15 Vacation Days
C) Eleven (11) years to fifteen (15) years of service	17 Vacation Days
D) Sixteen (16) years to twenty (20) years of service	20 Vacation Days

E) Twenty-one (21) years + of service	20 Vacation Days
F) Six (6)	Personal Days
G) One (1)	Floating Holiday/Birthday
H) Two (2)	Additional Floating Holidays

- 2) Vacation days, Personal days and Floating Holidays not taken in a given year may be carried over to December 31st of the succeeding year only.
- 3) If the Employee is on a leave of absence (i.e., injury, workers' compensation or unpaid leave), shall not accrue vacation leave during the period of said leave.
- 4) All accrued unused vacation, personal, floating holidays and compensatory time accrued prior to December 31st, 2018 is exempted from the requirement that vacation, personal, and floating holidays be taken by December 31st of the succeeding year, and said accrued time shall not be subject to forfeiture.
- 5) Any accrued unused vacation, personal, floating holidays and compensatory time shall be compensated for by the Borough as straight time when the Employee becomes separated, either voluntarily or involuntarily or retires from employment with the Borough.

ARTICLE X INSURANCE, HEALTH, WELFARE AND EYE EXAMINATIONS

- 1) The Borough shall maintain medical coverage for the benefit of the Employee and his family (herein defined as a spouse or dependent) at levels of not less than those presently in effect. The Borough shall have the right to change insurance coverage as long as it is equal or better than the benefits currently provided. At no time shall the Employee receive less medical coverage than that which is received by any other member of the DPW.
- 2) Upon retirement, and after twenty-five (25) years of service with the Borough of Bradley Beach, the Employee shall be entitled to receive, at no cost to him, insurance coverage at levels not less than those presently in effect along with a drug prescription plan, as though the Employee were still employed by the Borough. Upon his death, his spouse will receive coverage as if the Employee were still living, so long as she does not remarry. This will also be provided at no cost to the Employee or his spouse.
- 3) The Borough shall supply with necessary legal advice and counsel in defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney shall be made by the Employee subject to approval of the Borough. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, including compensatory and punitive damages, for actions filed against him in the performance of her duties and filed subsequent to the expiration of this agreement.

- 4) The Borough shall provide reasonable Dental and Optical coverage for the Employee and his Dependents.

ARTICLE XI COMPENSATION

- 1) The Annual Base Salary for the Employee shall be as follows:

Effective January 1, 2019	\$117,326.00
---------------------------	--------------

Effective January 1, 2020	\$119,376.00
---------------------------	--------------

ARTICLE XII SEVERABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIII CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Borough Charter, Ordinances or Rules and Regulations of the Borough, and any present or past benefits which the Employee customarily enjoys, but that has not been specifically included in this agreement, shall be continued.

ARTICLE XIV PENSIONS

The Borough shall continue to make contributions as to heretofore to provide pension and retirement benefits to the Employee as covered by this agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XV DISCIPLINE AND TERMINATION

- A) Disciplinary actions enumerated. The Employee may be disciplined by his immediate Supervisor when and to the extent authorized by the supervisor, by any of the following actions which are stated in order of severity:

1) Informal, verbal reproof.

2) Written reproof

3) Suspension from duty.

4) Dismissal.

B) Hearing. If the Employee is disciplined under the provisions of this section, he shall, upon request, be granted a hearing before the supervisor of the department. A reasonable opportunity for such hearing shall be granted before the imposition of disciplinary action, except that the Employee may be summarily suspended if it is deemed that the circumstances so warrant, in such case if, after the hearing, it appears that the suspension was not proper, the supervisor may order reinstatement with pay.

ARTICLE XVI ENTIRE AGREEMENT

This agreement contains the entire understanding between the parties.

ARTICLE XVII AMENDMENTS AND MODIFICATIONS

This agreement may not be modified or amended except by mutual agreement of the parties Incorporated in writing, signed by both parties and with a formal public action of the Borough.

ARTICLE XVIII GOVERNING LAW

This agreement shall be construed in accordance with the provisions of the laws of the State of New Jersey. In the event of a conflict between State Law and/or Regulation and any provision of this contract, State Law and Regulation shall control. Borough policy adopted subsequent to the execution of this agreement which changes the terms and conditions of the Employee's employment shall not affect this agreement nor be binding.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

BOROUGH OF BRADLEY BEACH

Biagio Cafone, DPW Superintendent

Mayor, Gary Engelstad

Dated:

David G. Brown II, Administrator